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CCC-33  
(03-19-03)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

1. BOND NUMBER

## WAREHOUSE OPERATOR'S BOND

**NOTE:** The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval and mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting this information is the Commodity Credit Corporation (CCC) Charter Act (15 USC 714 et seq.) and the regulations promulgated thereunder (7 CFR Parts 1421, 1423 and 1427). The information will be used to complete the terms of an agreement between the warehouse operator and CCC. Furnishing the information is voluntary, however, without it, eligibility to enter into an agreement with CCC cannot be determined, and the agreement will be denied. In addition to the routine uses published in the Federal Register for this information, the information on this form may be provided to the IRS, the Department of Justice, other governmental agencies, other state or federal law enforcement agencies, or to a court, magistrate, or administrative tribunal. All information provided herein is subject to verification by the CCC. The provisions of criminal and civil fraud statutes include, but are not limited to, 18 USC 286, 287, 371, 651, 1001, 15 USC 714m, and 31 USC 3729. **RETURN THIS COMPLETED FORM TO THE KANSAS CITY COMMODITY OFFICE, P.O. BOX 419205, STOP 8758, KANSAS CITY, MO. 64141-6205**

**KNOW ALL PERSONS BY THESE PRESENTS**, that the undersigned (2A) \_\_\_\_\_

(2B) \_\_\_\_\_  
(Address)

as Principal (*hereinafter referred to as the Principal*), and the (3A) \_\_\_\_\_

\_\_\_\_\_ a corporation of the State of (3B) \_\_\_\_\_ as surety

(*hereinafter referred to as the Surety*), with offices located in the County of (3C) \_\_\_\_\_, State of

(3D) \_\_\_\_\_ (*location of the office of the Surety in the State where the warehouse is located*), and held and firmly bound unto Commodity Credit Corporation (CCC) (*hereinafter referred to as the Obligee*) for their own use and to any agency or person who may be injured by a breach of the Contract(s) or Agreement(s) hereinafter described in the

principal sum of (4A) \_\_\_\_\_ dollars (4B) (\$ \_\_\_\_\_ )

for the payment of which well and truly to be made, the Principal and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally.

### THE CONDITIONS OF THESE OBLIGATIONS ARE SUCH THAT

**WHEREAS**, The Principal has either made application for or has entered into a:

(5A) ☐ Uniform Grain and Rice Storage Agreement(s), No. \_\_\_\_\_

(5B) ☐ Cotton Storage Agreement(s), No. \_\_\_\_\_

(5C) ☐ Processed Commodities Storage Agreement(s), No. \_\_\_\_\_

(5D) ☐ \_\_\_\_\_, No. \_\_\_\_\_

with CCC regarding a warehouse(s) located in the State(s) of: (6) \_\_\_\_\_

and which by reference is(are) made a part hereof (*The Surety may obtain an executed copy of such Contract(s) or Agreement(s) from the Principal.*)

**NOW, THEREFORE**, if the Principal shall well and truly perform and fulfill all of its obligations under said Storage Contract(s) or Agreement(s) during the term of said Storage Contract(s) or Agreement(s) and any renewal thereof and during the life of any guaranty required under the Storage Contract(s) or Agreement(s), and shall well and truly perform all other obligations as a public warehouse operator in connection with any commodity stored or handled under said Storage Contract(s) or Agreement(s) and all modifications of said Storage Contract(s) or Agreement(s) that may hereafter be made, notice of which modifications to the Surety being hereby waived, with respect to such commodity held by CCC or any agency in connection with a loan made or made available by CCC, and such commodity owned by CCC, persons who have purchased such commodity from CCC, and persons who have redeemed such commodity from CCC, then the obligations of the Principal and the Surety on this bond shall become void; otherwise, said obligations shall remain in effect.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Any claim of CCC upon or arising out of this Bond shall have priority over any claim of any other person hereunder.

This Bond shall be effective for one year from the (7A) \_\_\_\_\_ day of (7B) \_\_\_\_\_, (7C) \_\_\_\_\_, and shall be construed as being renewed on each anniversary thereafter unless otherwise terminated, as herein provided.

The conditions of this Bond shall be construed as a new Bond in the aforesaid sum for each year, and the Principal and Surety shall be obligated to the Oblige for each year involved to the extent of the face amount of this Bond. However, the aggregate liability of the Principal and Surety under this Bond for any one or more defaults of the Principal during any bond year shall in no event exceed the face amount of this Bond.

**PROVIDED, HOWEVER,** That this Bond is executed by the Surety and accepted by Oblige upon the following further express conditions, which shall become precedent to any right of recovery hereunder:

**FIRST,** The Surety shall not be liable for any default on the part of the Principal hereunder unless such default occurs during the term of this Bond.

**SECOND,** This Bond may be terminated by giving written notice to the Oblige of its intention to terminate this Bond, and all liability thereunder shall terminate 120 days after the date Oblige receives such notice except the right of the Oblige shall not be affected by such notice as to any claims rising hereunder, whether presented or not, before the effective date of such termination notice.

The rate of premium of this Bond is (8A) \$ \_\_\_\_\_ per thousand. Total amount of premium charges is (8B) \_\_\_\_\_.

**SIGNED, SEALED, AND DATED** this (9A) \_\_\_\_\_ day of (9B) \_\_\_\_\_, (9C) \_\_\_\_\_

**PRINCIPAL** (10A) \_\_\_\_\_ **(SEAL)**

By (10B) \_\_\_\_\_ (10C) \_\_\_\_\_  
(Name) (Title)

**SURETY** (11A) \_\_\_\_\_ **(SEAL)**

By (11B) \_\_\_\_\_ (11C) \_\_\_\_\_  
(Name) (Title)

**SURETY NOTE:** Written notice of intention to terminate this Bond should refer to the specific warehouse(s) involved and the State(s) thereof and should be sent to the Financial Review Branch, Kansas City Commodity Office, Stop 8758, Post Office Box 419205, Kansas City, MO 64141-6205.

**NOTE:** This form is to be used as explained in 7 CFR 1423.5553 of the "Standards for Approval of Warehouses for Grain and Rice," 1423.3 of the "Standards for Approval of Dry and Cold Storage Warehouses for Processed Agricultural Commodities," and 1427.1083 of the "Standards for Approval of Warehouses for Cotton and Cotton Linters."